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October 16, 2007

Ms. Colleen M. Dale Secretary/Chief Regulatory Law Judge Missouri Public Service Commission P.O. Box 360 Jefferson City, MO 65102

RE: Adoption of Interconnection Agreement Previously Approved by the Commission Case No. TK-2004-0499

CenturyTel of Missouri, LLC / Crossroads Wireless Holding, LLC

Dear Ms. Dale:

Pursuant to Missouri Public Service Commission ("Commission") Rule 4 CSR 240-3.513(4)(A), CenturyTel of Missouri, LLC ("CenturyTel") respectfully submits for filing with the Commission the attached Letter of Adoption setting forth the terms of Crossroads Wireless Holding, LLC's adoption of the Interconnection and Reciprocal Compensation Agreement between CenturyTel of Missouri, LLC and WWC License, LLC that was approved by the Commission in Case No. TK-2004-0499. In accordance with the referenced rule, the attachment reflects the signature page signed by both parties to the adoption.

Please contact me if you have any questions concerning this matter.

Sincerely,

Larry W. Dority

Att:

cc:

Susan W. Smith, CenturyTel

Tom Riley, Crossroads Wireless Holding, LLC

911 N. Bishop Rd, C207 Texarkana, TX 75501 TEL 903-792-3499 FAX 903-735-6612

October 9, 2007

Tom Riley CEO Crossroads Wireless Holding, LLC 5 North McCormick Oklahoma City, OK 73127

Re: Crossroads Wireless Holding, LLC's Section 252(i) request to adopt the WWC License, LLC Interconnection and Reciprocal Compensation Agreement between CenturyTel of Missouri, LLC and WWC License LLC

Dear Mr. Riley:

CENTURYTEL OF MISSOURI, LLC ("CenturyTel") has received your letter stating that, pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Crossroads Wireless Holding, LLC ("CROSSROADS") wishes to adopt the terms of the attached Interconnection Agreement between CenturyTel and WWC License, LLC that was approved by the Missouri Public Service Commission as an effective agreement in the State of Missouri in Docket Number TK-2004-0499 (hereinafter, "WWC Agreement"). Subject to the terms and provisions of this letter, CenturyTel will agree to permit CROSSROADS to adopt the terms of the WWC Agreement, and such adopted terms (this letter and the WWC Agreement collectively referred to as "MFN Terms") shall govern the relationship between CenturyTel and CROSSROADS in the State of Missouri as it relates to the subject matter of the MFN Terms. Please note the following with respect to your MFN Terms.

By your countersignature on this letter, you hereby represent and/or agree, as the case may be, to the following:

- 1. Except as set forth herein, CROSSROADS adopts the terms of the WWC Agreement for the provision of CenturyTel services for Interconnection with CenturyTel. In applying the MFN Terms, CROSSROADS agrees that "Crossroads Wireless Holding, LLC" or "CROSSROADS" shall be substituted in place of "WWC License LLC" or "WWC" in the WWC Agreement wherever appropriate.
- 2. CROSSROADS requests that any notices to CROSSROADS as may be required under the WWC Agreement MFN Terms be provided as follows:

To: Crossroads Wireless Holding, L.L.C.

Tom Riley

5 North McCormick

Oklahoma City, OK 73127 Telephone: 405-946-1200 Facsimile: 405-946-4200

E-mail: Tom.riley@crossroads.us

CenturyTel requests that any notices to CenturyTel as may be required under the WWC Agreement MFN Terms be provided as follows:

To: Ce

CenturyTel of Missouri, LLC Attention: Carrier Relations 100 CenturyTel Drive Monroe, LA 71203

Telephone: 318-388-9000

Copy: Susan W. Smith

Director – External Affairs 911 N. Bishop Rd., C207 Texarkana, TX 75501 Telephone: 903-792-3499

In addition, CROSSROADS will be responsible for signing up for all other notifications from the CenturyTel website as well as providing required documentation as noted in the CenturyTel Service Guide.

- 3. CROSSROADS represents and warrants that it is licensed to provide Wireless telecommunications service in the State of Missouri, and that its adoption of the MFN Terms, and/or its adoption of the terms of the WWC Agreement, will cover services in the State of Missouri only.
- 4. CROSSROADS' adoption of the WWC MFN Terms shall become effective upon approval of this Agreement by the Missouri Public Service Commission and shall terminate pursuant to the WWC MFN Terms.
- 5. As the Terms are being adopted by you pursuant to your statutory rights under Section 252(i), CenturyTel does not provide the MFN Terms to you as either a voluntary or negotiated agreement. The filing and performance by CenturyTel of the MFN Terms does not in any way constitute a waiver by CenturyTel of any position as to the MFN Terms or a portion thereof, nor does it constitute a waiver by CenturyTel of all rights and remedies it may have to seek review of the MFN Terms, or to seek review in any way of any provisions included in these MFN Terms as a result of CROSSROADS' 252(i) election.
- 6. Pursuant to the FCC's ruling in Implementation of the local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-bound Traffic, CC Docket No. 96-98, CC Docket No. 99-68, (April 27, 2001), local exchange carriers may not as of May 15, 2001, opt into an existing Interconnection Agreement with regard to the rates paid for the exchange of ISP-bound traffic.
- 7. The MFN Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.

- 8. CenturyTel reserves the right to deny CROSSROADS' adoption and/or application of the MFN Terms, in whole or in part, at any time:
- (A) when the costs of providing the MFN Terms to CROSSROADS are greater than the costs of providing it to WWC;
- (B) if the provision of the MFN Terms to CROSSROADS is not technically feasible; and/or to the extent CROSSROADS already has an existing Interconnection Agreement (or existing 252(i) adoption) with CenturyTel and the MFN Terms were approved before the date of approval of the existing Interconnection Agreement (or the effective date of the existing 252(i) adoption);
- 9. Should CROSSROADS attempt to apply the MFN Terms in a manner that conflicts with the provisions set forth herein, CenturyTel reserves its rights to seek appropriate legal and/or equitable relief.
- 10. The Parties acknowledge that CenturyTel is entitled to maintain that it is a rural telephone company (as defined in 47 U.S.C. 153 as provided by 47 U.S.C. 251(f). By entering into this Agreement, CenturyTel is not waiving its right to maintain at some point during the term of this Agreement that it is a rural telephone company entitling it to exemption under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

By: Susan W. Smith

Name: Susan W. Smith

Title: Director-Ext Affairs

Date: 10/9/2007

Reviewed and countersigned:

Crossroads Wireless Holding, LLC

By: Shows Print

Name: Tomos Print

Title: Date: 10/12/07

Sincerely,

CENTURYTEL OF MISSOURI, LLC